

## **Exhibit C**

### CLAIMS ASSIGNMENT AGREEMENT

WHEREAS, on September 23, 2024, the United States District Court for the Northern District of California granted preliminary approval to a class-action settlement resolving all claims related to video-privacy violations committed by Patreon Incorporated (“Patreon”), and

WHEREAS, the settlement resolves the claims of approximately 1,400,000 people against Patreon for that company’s allegedly illegal transmission of video-viewing information to other companies, namely Facebook, in exchange for a payment of \$7,250,000, which, after attorneys’ fees and administration costs, would be approximately \$4,165,000, and

WHEREAS, Assignor Adam Drotar established an account with Patreon between April 1, 2016, and September 23, 2024, and used Facebook during that time, and

WHEREAS, Assignor watched approximately 20 of videos on Patreon between April 1, 2016, and September 23, 2024, and

WHEREAS, at the same time as signing this agreement assignor is completing a form to opt-out of the class action settlement, and

WHEREAS, Lexclaim Recovery Group US LLC (“Lexclaim”) intends to prosecute or resolve claims against the Inquirer that are assigned to Lexclaim, and

WHEREAS, Assignor is advised that Lexclaim may or may not mail Assignor’s signed opt-out form,

The parties to this agreement, Assignor on the one hand and Lexclaim on the other, agree that in exchange for a one-time payment by Lexclaim to Assignor of \$10 and an agreement by Lexclaim to pay Assignor 20% of any money recovered on this claim, including court-awarded or agreed-to attorney’s fees paid to Gerstein Harrow LLP by any defendant but excluding costs (if separately provided for), Assignor hereby irrevocable assigns, transfers, conveys, and sets over, without recourse, to Lexclaim all rights in, title to, and interest in any and all causes of action Assignor may now have, whether or known or unknown, discovered or undiscovered, against Patreon Incorporated related to any violation of the Video Privacy Protection Act, 18 U.S.C. § 2710 *et seq.*, or any other applicable law (including, but not limited to, the privacy laws of Assignor’s home state) relating to information privacy.

## Exhibit C

Assignor is also advised, and accepts, that Lexclaim has already engaged the law firm Gerstein Harrow LLP to represent it in the prosecution of any claims. As provided above, all attorney's fees payable to Gerstein Harrow LLP will be included in the calculation of Assignor's payment. Lexclaim may, in its discretion, choose to retain other counsel. If Lexclaim pays other counsel that amount shall be deducted from the amount used to calculate payment.

Attorneys at Gerstein Harrow LLP have assisted in the preparation of this agreement, in the creation of Lexclaim, and have a direct financial interest in the assigned claims. To simplify accounting and promote transparency, Lexclaim agrees to include any award of attorney's fees or costs authorized by a court or agreed to in a settlement as part of any total money award used to calculate Assignor's share of the recovery. For the avoidance of any possible doubt, Gerstein Harrow does not represent Assignor in any legal matters related to this agreement or any claims subject to it.

Assignor understands, and accepts, that, depending on the outcome of the prosecution of any claims, Assignor may not obtain any money above the \$10 payment guaranteed under this Agreement. Assignor understands and agrees that Lexclaim has no obligation to prosecute the assigned claims.

Assignor understands that, depending on the amount recovered, Assignor may be required to complete an additional, standardized form or forms to receive payment (including but not limited to federal and state tax forms). Lexclaim reserves the right to withhold payment if it does not timely receive completed forms from Assignor.

Lexclaim is not responsible for advising Assignor of the tax consequences of any payment.

This agreement is effective only when it is signed by both parties. It may be signed in counterparts.



Signed with DocuBee — 86f41c065b74

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SIGNATURE

Assignor: Adam Drotar

Date: December 03, 2024

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Charles Gerstein

Lexclaim Recovery Group US LLC

Date:

**Exhibit C**  
**REQUEST FOR EXCLUSION**

I, Adam Drotar, hereby request to be excluded from the Class certified on September 23, 2024, in *Stark v. Patreon Inc.*, No. 22-cv-03131-JCS (N.D. Cal.).



Signed with DocuBee — 86f41c065b74

Adam Drotar

Date: December 03, 2024

## Exhibit C

### DECLARATION OF Adam Drotar

1. My name is Adam Drotar. I am over 18 years old.
2. On or around October 01, 2020, I created a Patreon account.
3. I have a Facebook account, and I had that Facebook account at the same time I was a Patreon accountholder. To the best of my knowledge, I was logged into Facebook on my phone, computer, and/or other device at least once while accessing Patreon.
4. Since April 1, 2016, to the best of my recollection I have watched approximately 20 of videos on Patreon while in the United States.
5. To the best of my knowledge, when I watched videos on Patreon I did not enable any cookie-blocking features on my internet browser.
6. To the best of my knowledge, when I watched videos on Patreon I had not signed out of my Facebook account.
7. To the best of my knowledge, I never gave explicit written consent to Patreon allowing them to share my personal information with Facebook.
8. I declare under penalty of perjury under the laws of the United States of America that the foregoing is true and correct. Executed on December 03, 2024



Signed with DocuSign — 86f41c065b74

Adam Drotar



Workflow Reference: 7fe82906-b186-11ef-9492-0242ac120002

PARTICIPANT

DETAILS

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**Document has been completed**  
03-Dec-2024 10:09 AM EST

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## **Exhibit C**

### CLAIMS ASSIGNMENT AGREEMENT

WHEREAS, on September 23, 2024, the United States District Court for the Northern District of California granted preliminary approval to a class-action settlement resolving all claims related to video-privacy violations committed by Patreon Incorporated (“Patreon”), and

WHEREAS, the settlement resolves the claims of approximately 1,400,000 people against Patreon for that company’s allegedly illegal transmission of video-viewing information to other companies, namely Facebook, in exchange for a payment of \$7,250,000, which, after attorneys’ fees and administration costs, would be approximately \$4,165,000, and

WHEREAS, Assignor Richard Murphy established an account with Patreon between April 1, 2016, and September 23, 2024, and used Facebook during that time, and

WHEREAS, Assignor watched approximately 60 of videos on Patreon between April 1, 2016, and September 23, 2024, and

WHEREAS, at the same time as signing this agreement assignor is completing a form to opt-out of the class action settlement, and

WHEREAS, Lexclaim Recovery Group US LLC (“Lexclaim”) intends to prosecute or resolve claims against the Inquirer that are assigned to Lexclaim, and

WHEREAS, Assignor is advised that Lexclaim may or may not mail Assignor’s signed opt-out form,

The parties to this agreement, Assignor on the one hand and Lexclaim on the other, agree that in exchange for a one-time payment by Lexclaim to Assignor of \$10 and an agreement by Lexclaim to pay Assignor 20% of any money recovered on this claim, including court-awarded or agreed-to attorney’s fees paid to Gerstein Harrow LLP by any defendant but excluding costs (if separately provided for), Assignor hereby irrevocable assigns, transfers, conveys, and sets over, without recourse, to Lexclaim all rights in, title to, and interest in any and all causes of action Assignor may now have, whether or known or unknown, discovered or undiscovered, against Patreon Incorporated related to any violation of the Video Privacy Protection Act, 18 U.S.C. § 2710 *et seq.*, or any other applicable law (including, but not limited to, the privacy laws of Assignor’s home state) relating to information privacy.

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Attorneys at Gerstein Harrow LLP have assisted in the preparation of this agreement, in the creation of Lexclaim, and have a direct financial interest in the assigned claims. To simplify accounting and promote transparency, Lexclaim agrees to include any award of attorney's fees or costs authorized by a court or agreed to in a settlement as part of any total money award used to calculate Assignor's share of the recovery. For the avoidance of any possible doubt, Gerstein Harrow does not represent Assignor in any legal matters related to this agreement or any claims subject to it.

Assignor understands, and accepts, that, depending on the outcome of the prosecution of any claims, Assignor may not obtain any money above the \$10 payment guaranteed under this Agreement. Assignor understands and agrees that Lexclaim has no obligation to prosecute the assigned claims.

Assignor understands that, depending on the amount recovered, Assignor may be required to complete an additional, standardized form or forms to receive payment (including but not limited to federal and state tax forms). Lexclaim reserves the right to withhold payment if it does not timely receive completed forms from Assignor.

Lexclaim is not responsible for advising Assignor of the tax consequences of any payment.

This agreement is effective only when it is signed by both parties. It may be signed in counterparts.



Signed with DocuBee — 787c4bf9b8e4

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SIGNATURE

Assignor: Richard Murphy

Date: November 23, 2024

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Charles Gerstein

Lexclaim Recovery Group US LLC

Date:

**Exhibit C**  
**REQUEST FOR EXCLUSION**

I, Richard Murphy, hereby request to be excluded from the Class certified on September 23, 2024, in *Stark v. Patreon Inc.*, No. 22-cv-03131-JCS (N.D. Cal.).

  
Signed with DocuBee — 787c4bf9b8e4

Richard Murphy

Date: November 23, 2024



## Exhibit C

### DECLARATION OF Richard Murphy

1. My name is Richard Murphy. I am over 18 years old.
2. On or around November 01, 2017, I created a Patreon account.
3. I have a Facebook account, and I had that Facebook account at the same time I was a Patreon accountholder. To the best of my knowledge, I was logged into Facebook on my phone, computer, and/or other device at least once while accessing Patreon.
4. Since April 1, 2016, to the best of my recollection I have watched approximately 60 of videos on Patreon while in the United States.
5. To the best of my knowledge, when I watched videos on Patreon I did not enable any cookie-blocking features on my internet browser.
6. To the best of my knowledge, when I watched videos on Patreon I had not signed out of my Facebook account.
7. To the best of my knowledge, I never gave explicit written consent to Patreon allowing them to share my personal information with Facebook.
8. I declare under penalty of perjury under the laws of the United States of America that the foregoing is true and correct. Executed on **November 23, 2024**



Signed with DocuSign — 787c4bf9b8e4

Richard Murphy



Workflow Reference: bda43ce7-a9fa-11ef-825e-0242ac120002

PARTICIPANT

DETAILS

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WHEREAS, the settlement resolves the claims of approximately 1,400,000 people against Patreon for that company’s allegedly illegal transmission of video-viewing information to other companies, namely Facebook, in exchange for a payment of \$7,250,000, which, after attorneys’ fees and administration costs, would be approximately \$4,165,000, and

WHEREAS, Assignor Natalie Tank established an account with Patreon between April 1, 2016, and September 23, 2024, and used Facebook during that time, and

WHEREAS, Assignor watched approximately 10 of videos on Patreon between April 1, 2016, and September 23, 2024, and

WHEREAS, at the same time as signing this agreement assignor is completing a form to opt-out of the class action settlement, and

WHEREAS, Lexclaim Recovery Group US LLC (“Lexclaim”) intends to prosecute or resolve claims against the Inquirer that are assigned to Lexclaim, and

WHEREAS, Assignor is advised that Lexclaim may or may not mail Assignor’s signed opt-out form,

The parties to this agreement, Assignor on the one hand and Lexclaim on the other, agree that in exchange for a one-time payment by Lexclaim to Assignor of \$10 and an agreement by Lexclaim to pay Assignor 20% of any money recovered on this claim, including court-awarded or agreed-to attorney’s fees paid to Gerstein Harrow LLP by any defendant but excluding costs (if separately provided for), Assignor hereby irrevocable assigns, transfers, conveys, and sets over, without recourse, to Lexclaim all rights in, title to, and interest in any and all causes of action Assignor may now have, whether or known or unknown, discovered or undiscovered, against Patreon Incorporated related to any violation of the Video Privacy Protection Act, 18 U.S.C. § 2710 *et seq.*, or any other applicable law (including, but not limited to, the privacy laws of Assignor’s home state) relating to information privacy.

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Attorneys at Gerstein Harrow LLP have assisted in the preparation of this agreement, in the creation of Lexclaim, and have a direct financial interest in the assigned claims. To simplify accounting and promote transparency, Lexclaim agrees to include any award of attorney's fees or costs authorized by a court or agreed to in a settlement as part of any total money award used to calculate Assignor's share of the recovery. For the avoidance of any possible doubt, Gerstein Harrow does not represent Assignor in any legal matters related to this agreement or any claims subject to it.

Assignor understands, and accepts, that, depending on the outcome of the prosecution of any claims, Assignor may not obtain any money above the \$10 payment guaranteed under this Agreement. Assignor understands and agrees that Lexclaim has no obligation to prosecute the assigned claims.

Assignor understands that, depending on the amount recovered, Assignor may be required to complete an additional, standardized form or forms to receive payment (including but not limited to federal and state tax forms). Lexclaim reserves the right to withhold payment if it does not timely receive completed forms from Assignor.

Lexclaim is not responsible for advising Assignor of the tax consequences of any payment.

This agreement is effective only when it is signed by both parties. It may be signed in counterparts.

*Natalie Tank*  
Signed with DocuBee — 42419d4bd71e

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SIGNATURE

Assignor: Natalie Tank

Date: December 01, 2024

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Charles Gerstein

Lexclaim Recovery Group US LLC

Date:

**Exhibit C**  
**REQUEST FOR EXCLUSION**

I, Natalie Tank, hereby request to be excluded from the Class certified on September 23, 2024, in *Stark v. Patreon Inc.*, No. 22-cv-03131-JCS (N.D. Cal.).

*Natalie Tank*  
Signed with DocuBee — 42419d4bd71e

Natalie Tank

Date: December 01, 2024

## Exhibit C

### DECLARATION OF Natalie Tank

1. My name is Natalie Tank. I am over 18 years old.
2. On or around November 03, 2020, I created a Patreon account.
3. I have a Facebook account, and I had that Facebook account at the same time I was a Patreon accountholder. To the best of my knowledge, I was logged into Facebook on my phone, computer, and/or other device at least once while accessing Patreon.
4. Since April 1, 2016, to the best of my recollection I have watched approximately 10 of videos on Patreon while in the United States.
5. To the best of my knowledge, when I watched videos on Patreon I did not enable any cookie-blocking features on my internet browser.
6. To the best of my knowledge, when I watched videos on Patreon I had not signed out of my Facebook account.
7. To the best of my knowledge, I never gave explicit written consent to Patreon allowing them to share my personal information with Facebook.
8. I declare under penalty of perjury under the laws of the United States of America that the foregoing is true and correct. Executed on **December 01, 2024**

*Natalie Tank*  
Signed with DocuBee — 42419d4bd71e

Natalie Tank



Workflow Reference: 97a8d914-b042-11ef-9492-0242ac120002

PARTICIPANT

DETAILS

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	<b>Document has been completed</b> 01-Dec-2024 7:18 PM EST